

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NORTH DAKOTA

<p>In re Vanity Shop of Grand Forks, Inc.,</p> <p style="text-align: right;">Debtor.</p> <hr/>	<p>Bankruptcy Case No.: 17-30112</p> <p>Chapter 11</p> <p>Adversary No.:</p>
<p>Anfield Apparel Group, Inc. a California Corporation,</p> <p style="text-align: right;">Plaintiff,</p> <p>vs.</p> <p>Vanity Shop of Grand Forks, Inc.,</p> <p style="text-align: right;">Defendant.</p>	

COMPLAINT FOR RECLAMATION FOR IMPOSITION
AND IMPRESSMENT OF A CONSTRUCTIVE TRUST

Plaintiff, for its Complaint, states as follows:

I.

Preliminary Statement.

1. This Complaint seeks reclamation of goods delivered by Plaintiff to Defendant in the 45 day period immediately prepetition. Plaintiff made timely written demands on Defendant for reclamation. Defendant did not return or account for any of Plaintiff's supplied goods.

2. At all times relevant, Defendant did not track vendor supplied goods as to their location and whether such goods had been sold.
3. Defendant does not know if particular goods were in Defendant's warehouse, in one of its stores or if it had sold any particular goods.
4. For these reasons, Defendant has frustrated claims for reclamation and the Court should impose alternative remedies - a trust, an accounting to the extent possible and damages as an administrative claim.

II.

Jurisdiction and Venue.

5. This is a core proceeding as provided for under 28 U.S.C. §157(b)(2)(A), (B) and (O) over which this Court has jurisdiction pursuant to 28 U.S.C. §§157 and 1334 and provisions of the Local Rules of the United States Bankruptcy Court for the District of North Dakota.
6. Defendant's case, No. 17-30112, was filed on March 1, 2017. It is pending in the U. S. Bankruptcy Court for the District of North Dakota.
7. Venue is proper in this district under 28 U.S.C. § 1409(a) as Defendant's bankruptcy case is pending in this district.

III.

Parties.

8. Plaintiff is a California corporation.

9. Defendant is the Debtor-in-Possession with its principal office in Fargo, North Dakota.

IV.

Factual Background.

10. In the 45 day period before Defendant filed its petition, Plaintiff supplied to Defendant, and Defendant received, goods, as indicated in the documents which are attached here as **Exhibit "A"** and incorporated herein by reference as though set forth in full.
- Invoice No. 2017-099, \$19,422
 - Invoice No. 2017-098, \$109,919.60.
 - Invoice No. 2017-097, \$120,499.49
11. The goods Defendant received from Plaintiff in three shipments were clothing meant for sale by Defendant to the public. (Unless indicated otherwise, all references to "goods" shall mean the three shipments referred to above in paragraph 9.)
12. Plaintiff has been in the business of selling clothing to retailers such as Defendant for seven years. Plaintiff has sold clothing goods to Defendant multiple times over a period of seven years.
13. Defendant did not pay Plaintiff for the three shipments of goods Plaintiff supplied to Defendant.

14. Defendant filed its voluntary petition under title 11 on March 1, 2017.
15. At the time Defendant filed its voluntary petition, Plaintiff is informed and thereupon alleges that Defendant was in possession of the goods Plaintiff supplied to Defendant.
16. Plaintiff sent a written demand for reclamation ("First Notice") on March 15, 2017, to Defendant. A copy of the First Notice is attached here, marked Exhibit "B," and incorporated herein by reference as though set forth in full herein.
17. Defendant did not return any goods to Plaintiff.
18. Defendant did not responded to Plaintiff's First Notice.
19. Plaintiff also filed its "Notice of Perfection of Claims of Creditor Anfield Apparel Group, Inc., Under 11 U.S.C. §546(c) and Demand for Segregation of Reclaimed Goods" ("Second Notice") with the Bankruptcy Court via the Court's electronic filing system on March 20, 2017. (Docket no. 142)
20. Defendant received service of the Second Notice through the Court's electronic noticing system. A copy of the Second Notice is attached hereto, marked Exhibit "C" and incorporated herein by reference as though set forth in full herein.
21. Again, Defendant did not return any goods.

22. Also, Defendant did not respond to the Second Notice.
23. Plaintiff is informed and believes and thereupon alleges that at the time Plaintiff sent the two notices and Defendant received the two notices, Defendant had possession and control of the goods Plaintiff supplied.
24. At a hearing held in the Bankruptcy Court on March 23, 2017, Defendant stated it did not track goods supplied to it by vendors and Defendant would be unable to ascertain where any of the goods Plaintiff supplied to Defendant were in its warehouse in any of Defendant's many stores or if the goods had been sold as of any date, e.g., the petition date, the dates of the First Notice and Second Notice.
25. Post-petition, a prepetition security interest asserted by Plaintiff's lender, Wells Fargo, Bank, N.A., was paid in full.
26. Prepetition, on February 1, 2017, TGC, LP, a Montana limited partnership, an insider of the Debtor, recorded a lien against Defendant's personal property assets including inventory.
27. The lien was recorded allegedly to secure claims which the insider alleges it holds against the Debtor for monies and which allegedly accrued over a period of years.
28. Given the date when TGC filed this lien, the lien is ineffective as to any reclaiming creditor as TGC did not file its lien in good faith. The lien is

subject to avoidance under the trustee's avoidance powers.

29. Defendant cannot identify and return any of the goods Plaintiff supplied to Plaintiff.
30. Defendant has either sold the goods Plaintiff supplied or has otherwise disposed of these goods, both violating Plaintiff's legal rights.
31. Defendant did not file a motion to address Plaintiff's two written demands for reclamation.

Count 1

For Reclamation.

32. Plaintiff incorporates paragraphs 1 through 30 as though set forth in full herein.
33. Plaintiff seeks reclamation pursuant to title 11 §546(c) and pursuant to statutory and common law.
34. In three shipments in the 45 days prepetition, Plaintiff sold goods to Defendant in the ordinary course of Plaintiff's business.
35. When these sales occurred, Defendant was insolvent. That the Debtor was insolvent is evidenced by the Debtor's admissions in its declarations and financial information filed in this case.
36. Plaintiff made two written reclamation demands on Defendant with both demands made in the statutory time limits provided for by title 11 §546(c).

37. Defendant did not process Plaintiff's goods into other products.
38. At the petition date and at the dates the First Notice and the Second Notice were sent, Defendant had possession and control of Plaintiff's goods.
39. Defendant cannot ascertain what quantity of Plaintiff's supplied goods were in its warehouse, in its stores or if it had sold any portion of these goods once the goods Plaintiff supplied were received by Defendant, at the time the bankruptcy case began or when Plaintiff sent its two notices.
40. Defendant does not maintain records tracking goods nor does Defendant code its inventory for tracking.
41. The Defendant's lender's lien was satisfied post-petition.
42. As to TGC's lien, it was filed shortly before the bankruptcy case began, it allegedly secures obligations incurred over a period of years allegedly in favor of TGC. TGC did not file its lien in good faith.
43. TGC's lien is subject to avoidance.
44. Plaintiff requests that the Court order Defendant to account for and return all of Plaintiff's goods supplied in the three prepetition shipments to Plaintiff.

Count 2

For Imposition and Impressment of a Constructive Trust

45. Plaintiff incorporates paragraphs 1 through 30 and 33 to 42 as though set forth in full herein.

46. By not tracking the goods which Plaintiff supplied, Defendant has (1) frustrated the purposes of the common law and statutory reclamation and has (2) rendered Plaintiff's reclamation remedies ineffective.
47. In the normal course, Defendant should ascertain from its records what portion of the goods Plaintiff supplied prepetition remained in Defendant's possession or control and Defendant would then return those goods identified as being in Defendant's possession or control.
48. Defendant cannot ascertain what goods Plaintiff supplied remained in Defendant's possession or control at any time after the goods were received by Defendant in February, 2017.
49. Due to Defendant's failure to track Plaintiff's goods, Defendant has gained an advantage, whether by fraud, by accident, by mistake, by undue influence, by violation of a trust, or by another wrongful act over Plaintiff.
50. As a result, Defendant is an implied trustee for Plaintiff of the benefit which Defendant gained as a result of the advantage it improperly obtained.
51. Had Defendant not gained this advantage, Defendant (1) would have accounted for Plaintiff's goods in its possession or control and (2) would have returned these goods.
52. In equity, the Court should impress a constructive trust on Defendant's

monies as Defendant unfairly holds Plaintiff's property, monies and the Court should require Defendant to convey those monies to Plaintiff.

53. In the alternative, if the Court determines that impressing a trust on proceeds is not an appropriate remedy, then the Court should fashion an alternative equitable remedy using the Court's powers under title 11 §105.
54. The Court should act so to prevent Defendant from being unjustly enriched by its wrongful interference with Plaintiff's right of reclamation.
55. As Defendant cannot account for Plaintiff's goods or to determine if any of these goods were sold, Defendant should have to pay to Plaintiff the total sum of the three shipments, or \$249,841.09. This result is fair as it is Defendant who did not track the goods and who has frustrated Plaintiff's reclamation rights.

Attorneys' Fees, Conclusion and Prayer

56. The parties' agreement includes a provision for reasonable attorneys' fees for the prevailing party. Plaintiff has incurred fees in its efforts to assert reclamation and will continue to accrue fees and costs. Plaintiff requests an award of reasonable attorneys' fees and costs according to proof.

WHEREFORE: Plaintiff prays for judgment as follows:

1. On Count 1, a judgment in Plaintiff's favor for reclamation of goods, for an accounting and an order Defendant return to Plaintiff all of

Plaintiff's goods supplied in the three shipments referenced *supra*.

2. For a judgment in Plaintiff's favor on Count 2 imposing a trust on the value of the goods Plaintiff supplied to Defendant in the 45 day prepetition period, \$249,841.09, plus interest as may be allowed from the dates Defendant failed to timely pay Plaintiff for the three shipments, or such other equitable remedy as the Court may determine appropriate and consistent with this Complaint.
3. For reasonable attorneys' fees and costs as the Court may allow.
4. For such further alternative relief which is consistent with this Complaint and with this prayer.

Dated: April 18, 2017

Respectfully submitted,

/s/ Steven R. Fox

Steven R. Fox
Fox Law Corporation
17835 Ventura Blvd., Suite 306
Encino, CA 91316
Telephone: (818) 774-3545
Facsimile: (818) 774-3707
Srfox@foxlaw.com

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on April 18, 2017, I electronically filed the foregoing Complaint for Reclamation for Imposition and Impressment of a Constructive Trust with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all parties of record.

/s/ Steven R. Fox

Steven R. Fox

Fox Law Corporation

17835 Ventura Blvd., Suite 306

Encino, CA 91316

Telephone: (818) 774-3545

Facsimile: (818) 774-3707

Srfox@foxlaw.com

Attorneys for Plaintiff

Exhibit “A”

REVISED

Tom

Date: 1/31/2017		BILL OF LADING		Page <u>1</u>	
SHIP FROM The Vendor Name: Anfield Apparel Group, Inc. Address: 20851 Currier Road, City/State/Zip: City of Industry, CA 91789 Tel: 909-595-6088 x 109 Fax: 909-598-2691			Bill of Lading Number: 170131 LOADING APPT: ARRIVAL TIME: LOADED: BAR CODE SPACE		
SHIP TO Name: Vanity c/o West Coast Warehouse Address: 100 W. Manville Street, City/State/Zip: Compton, CA 90220 Tel: 310-635-9936x227 attn: Carlos FOB: <input type="checkbox"/>			CARRIER NAME: AEF FREIGHT Trailer number: Seal number(s): SCAC: Pro number: BAR CODE SPACE		
THIRD PARTY FREIGHT CHARGES BILL TO: Name: Address: City/State/Zip:			Freight Charge Terms: (freight charges are prepaid unless marked otherwise) Prepaid <input checked="" type="checkbox"/> Collect <input type="checkbox"/> 3 rd Party <input type="checkbox"/> <input type="checkbox"/> Master Bill of Lading: with attached underlying Bills of Lading		
SPECIAL INSTRUCTIONS:			<input type="checkbox"/> (check box)		
CUSTOMER ORDER INFORMATION					
CUSTOMER ORDER NUMBER	# PKGS	PCS	PALLET/SLIP (CIRCLE ONE)		DESCRIPTION
P/O#241482 Sty#VJING00038A	192 ctns	2754 pcs	Y	N	Lady's Cotton Pants
241480 VJING00058	206 "	3371 "	Y	N	
241476 VJING00043	182 "	3684 "	Y	N	
			Y	N	
			Y	N	
			Y	N	
			Y	N	
			Y	N	
			Y	N	
GRAND TOTAL	580 ctns	9819 Pcs			
CARRIER INFORMATION					
HANDLING UNIT		PACKAGE		WEIGHT	COMMODITY DESCRIPTION
QTY	TYPE	QTY	TYPE	H.M.	LTL ONLY
11	Pallets	586	Ctns	10338 Lbs	NMFC # CLASS
11	580	10338 Lbs	GRAND TOTAL		
Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: *The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____.					COD Amount: \$ Fee Terms: Collect: <input type="checkbox"/> Prepaid: <input type="checkbox"/> Customer check acceptable: <input type="checkbox"/>
NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. - 14706(c)(1)(A) and (B). RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, it applies to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.					The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. Signature _____ Shipper
RECEIVER'S SIGNATURE / DATE This is to certify that we have well received goods described above with good condition.		Trailer Loaded: <input type="checkbox"/> By Shipper <input type="checkbox"/> By Driver		Freight Counted: <input type="checkbox"/> By Shipper <input type="checkbox"/> By Driver/pallets sealed to contain <input type="checkbox"/> By Driver/Pieces	
CARRIER SIGNATURE / PICKUP DATE Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. DOT emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.					

Juan Enriquez 01/31/17

Anfield Apparel Group, Inc.

20851 Currier Road
City of Industry, CA 91789

Invoice

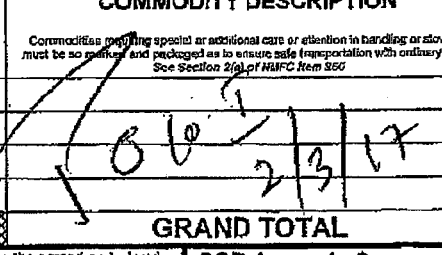
Date	Invoice #
2/2/2017	2017-099

Bill To
Vanity Shop of GGrand Forks, Inc.

Ship To
VANITY 201 W. MANVILLE ST COMPTON, CA 90220

P.O. No.	Terms	Project
	45 DAYS	

Item	Description	S.O. ...	Order...	Prev. Inv...	Backor...	Invoiced	Rate	Amount
VJING0056...	11 SAS 5P HR LT HIGH LOW V 25	241527	1504	0	0	1,494	13.00	19,422.00
						Total		\$19,422.00
						Payments/Credits		\$0.00
						Balance Due		\$19,422.00

Date: 2/2/2017						BILL OF LADING				Page <u>1</u>	
SHIP FROM The Vendor Name: Anfield Apparel Group, INC., Address: 20851 Currier Road, City/State/Zip: City of Industry, CA 91789 Tel: 909-595-6088 x 109 Fax: 909-598-2691						Bill of Lading Number: 170133 LOADING APPT: ARRIVAL TIME: LOADED: BAR CODE SPACE					
SHIP TO Name: Vanity c/o CIS Address: 100 W. Manville Street, City/State/Zip: Compton, CA 90220 Tel: 310.635.9938 EXT 227 FOB: <input type="checkbox"/>						CARRIER NAME: AEF Trailer number: Seal number(s): SCAC: Pro number: BAR CODE SPACE					
THIRD PARTY FREIGHT CHARGES BILL TO: Name: Address: City/State/Zip:						Freight Charge Terms: (freight charges are prepaid unless marked otherwise) Prepaid <input checked="" type="checkbox"/> Collect <input type="checkbox"/> 3rd Party <input type="checkbox"/> <input type="checkbox"/> (check box) Master Bill of Lading: with attached underlying Bills of Lading					
SPECIAL INSTRUCTIONS:											
CUSTOMER ORDER INFORMATION											
CUSTOMER ORDER NUMBER				# PKGS	PCS	PALLET/SLIP (CIRCLE ONE)		DESCRIPTION			
241527				115	1494	Y	N				
						Y	N				
						Y	N				
						Y	N				
						Y	N				
						Y	N				
GRAND TOTAL				115 ctns	1494						
CARRIER INFORMATION											
HANDLING UNIT		PACKAGE		WEIGHT	H.M. (X)	COMMODITY DESCRIPTION		LTL ONLY			
QTY	TYPE	QTY	TYPE					NMFC #	CLASS		
2	PLTs	115	ctns	1675lbs							
2		115		1675lbs		GRAND TOTAL					
Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."						COD Amount: \$ _____ Fee Terms: Collect: <input type="checkbox"/> Prepaid: <input type="checkbox"/> Customer check acceptable: <input type="checkbox"/>					
NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).											
RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.						The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.					
RECEIVER'S SIGNATURE / DATE This is to certify that we have well received goods described above with good condition						Trailer Loaded: <input type="checkbox"/> By Shipper <input type="checkbox"/> By Driver		Freight Counted: <input type="checkbox"/> By Shipper <input type="checkbox"/> By Driver/pallets said to contain <input type="checkbox"/> By Driver/Pieces		CARRIER SIGNATURE / PICKUP DATE Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. DOT Emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.	

Anfield Apparel Group, Inc.

20851 Currier Road
City of Industry, CA 91789

Invoice

Date	Invoice #
2/1/2017	2017-098

Bill To
Vanity Shop of GGrand Forks, Inc.

Ship To
VANITY 201 W. MANVILLE ST COMPTON, CA 90220

P.O. No.	Terms	Project
	45 DAYS	

Item	Description	S.O. ...	Order...	Prev. Inv...	Backor...	Invoiced	Rate	Amount
VJING0056...	11 SAS SP LT ROLL V25	241484	1504	0	5	1,499	13.00	19,487.00
vjing0043-...	10 HAR 5P HR TINT RELEASE	241476	3694	3,371	0	323	13.20	4,263.60
VJING0048...	12 GIRLFRIEND 5P DEST ROLL	241477	3000	0	0	3,000	13.25	39,750.00
MVP0778-...	4 SAS 5P DEST ROLL MED	241486	320	0	0	320	9.50	3,040.00
MVP0778A...	4 SAS 5P DEST ROLL	241489	320	0	0	320	9.50	3,040.00
VJING0055...	11 SAS 5P FULL DEST RELEASE	241478	3150	0	47	3,103	13.00	40,339.00
						Total		\$109,919.60
						Payments/Credits		\$0.00
						Balance Due		\$109,919.60

REVISED

Date: 2/1/2017				BILL OF LADING				Page 1	
SHIP FROM The Vendor Name: Anfield Apparel Group, INC., Address: 20851 Currier Road, City/State/Zip: City of Industry, CA 91789 Tel: 909-595-6088 x 109 Fax: 909-598-2691					Bill of Lading Number: 170132 LOADING APPT: ARRIVAL TIME: LOADED: BAR CODE SPACE				
SHIP TO Name: Vanity c/o CIS Address: 201 W. Mainville Street, City/State/Zip: Compton, CA 90220 Tel: 562-295-4373 attn: Willie / Carlos FOB: <input type="checkbox"/>					CARRIER NAME: AEF Trailer number: Seal number(s): SCAC: Pro number: BAR CODE SPACE				
THIRD PARTY FREIGHT CHARGES BILL TO: Name: Address: City/State/Zip:					Freight Charge Terms: (freight charges are prepaid unless marked otherwise) Prepaid <input checked="" type="checkbox"/> Collect <input type="checkbox"/> 3rd Party <input type="checkbox"/> <input type="checkbox"/> Master Bill of Lading; with attached underlying Bills of Lading				
SPECIAL INSTRUCTIONS:									
CUSTOMER ORDER INFORMATION									
CUSTOMER ORDER NUMBER		# PKGS	PCS	PALLET/SLIP (CIRCLE ONE)		DESCRIPTION			
241484		115	1499	Y	N				
241486		15	320	Y	N				
241489		15	320	Y	N				
241476		17	323	Y	N				
241477		134	3000	Y	N				
241478		204	3103	Y	N				
GRAND TOTAL		500 ctns	8565						
CARRIER INFORMATION									
HANDLING UNIT		PACKAGE		WEIGHT	H.M. (X)	COMMODITY DESCRIPTION		LTL ONLY	
QTY	TYPE	QTY	TYPE			Commodity requiring special or additional care or attention in handling or stowage must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 4(a) of NMFC Item 300.		NMFC #	CLASS
12	PLTS	500	ctns	9549lbs					
13									
13									
12		500		9549lbs		GRAND TOTAL			
Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____.						COD Amount: \$ _____ Fee Terms: Collect: <input type="checkbox"/> Prepaid: <input type="checkbox"/> Customer check acceptable: <input type="checkbox"/>			
NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. § 14708(c)(1)(A) and (B). RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.						The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. Signature _____ Shipper			
RECEIVER'S SIGNATURE / DATE This is to certify that we have well received goods described above with good condition				Trailer Loaded: <input type="checkbox"/> By Shipper <input type="checkbox"/> By Driver		Freight Counted: <input type="checkbox"/> By Shipper <input type="checkbox"/> By Driver/pallets sold to contain <input type="checkbox"/> By Driver/Pieces		CARRIER SIGNATURE / PICKUP DATE <small>Carrier acknowledges receipt of goods and required payments. Carrier certifies knowledge/accuracy of information was made available and/or carrier has the U.S. DOT and/or appropriate public book or equivalent documentation in the trailer.</small> <small>Properly checked and stowed in good order, except as noted.</small>	

2-1-31
No Bill
Exch

Anfield Apparel Group, Inc.

20851 Currier Road
City of Industry, CA 91789

Invoice

revised

Date	Invoice #
2/1/2017	2017-097

Bill To
Vanity Shop of GRand Forks, Inc.

Ship To
VANITY 201 W. MANVILLE ST COMPTON, CA 90220

P.O. No.	Terms	Project
	45 DAYS	

Item	Description	S.O. ...	Order...	Prev. Inv...	Backor...	Invoiced	Rate	Amount
vjing0043-...	10 HAR 5P HR TINT RELEASE	241476	3694	0	323	3,371	13.20	44,497.20
VJING0058...	10 HAR 5P FULL DEST DBL	241480	3139	0	2	3,137	12.85	40,310.45
VJING0036...	11 SAS POTASSIUM V DBL BTN	241482	2754	0	0	2,754	12.96	35,691.84
						Total		\$120,499.49
						Payments/Credits		\$0.00
						Balance Due		\$120,499.49

Exhibit “B”

The Fox Law Corporation
Bankruptcy & Related Matters

17835 Ventura Boulevard
Suite 306
Encino, CA 91316
818. 774. 3545 Ph / 818. 774. 3707 FAX
emails@foxlaw.com

March 15, 2017

Jon R. Brakke
Caren W. Stanley
Vogel Law Firm
218 NP Avenue
P.O. Box 1389
Fargo, ND 58107-1389

by email only to jbrakke@vogellaw.com
by email only to cstanley@vogellaw.com

Re: Vanity Shop of Grand Rapids, Inc., chapter 11 filing, 17-30112
Demand for Reclamation

Dear Sir and Madam:

This firm represents Anfield Apparel, Inc., a creditor in the chapter 11 case holding a claim for reclamation of goods.

Attached to this letter are three invoices and bills of lading for shipment of goods in or about early February by Anfield to the Debtor. The attached invoices, in the amounts of \$19,422, \$120,499 and \$109,919.60.

Anfield demands that the Debtor promptly segregate all of the delivered goods, account for them to Anfield and promptly return all of the goods referenced in the three attached invoices and bills of lading. 11 U.S.C. §546(c)(1) Anfield will separately file a notice with the Court.

Anfield reserves all of its legal rights. I would appreciate the chance to speak with you about this in the next few days.

Sincerely yours,

THE FOX LAW CORPORATION

Steven R. Fox

cc: Anfield Apparel, Inc.

Exhibit “C”

UNITED STATES BANKRUPTCY COURT**DISTRICT OF NORTH DAKOTA**

In re:)	NOTICE OF PERFECTION OF CLAIMS OF
)	CREDITOR ANFIELD APPAREL GROUP,
Vanity Shop of Grand Forks, Inc.,)	INC. UNDER 11 U.S.C. §546 AND DEMAND
)	FOR SEGREGATION OF RECLAIMED
)	GOODS
)	
)	Bankruptcy No.: 17-30112
)	
Debtor.)	Chapter 11

Comes Now Anfield Apparel Group, Inc., ("Anfield") an active California corporation, with its Notice of Perfection under 11 U.S.C. §546.

Anfield delivered goods (the "reclaimed goods") to the Debtor in or about early February, 2017. Anfield was not paid for the goods. As of the filing date of this case was owed monies as reflected in the attached invoices and bills of lading. The reclaimed goods are described in the attached invoices and bills of lading.

Anfield's claim to reclamation of the reclaimed goods is based on valid and perfected and non-avoidable liens.

Anfield sold the goods on credit to the Debtor in the ordinary course of business, in the course of transactions with the Debtor. The Debtor was insolvent when Anfield delivered the goods. Anfield, here and by letter dated March 14, 2017, and addressed to Debtor's counsel, has made timely written demands for the return of the reclaimed goods and has sufficiently described the reclaimed goods by reference to invoices and bills of lading which were attached to the March 14, 2017, letter and which are attached to this Notice. The Debtor had possession of the

goods as of the bankruptcy petition date and as of the date of both demands and the goods were not then in the hands of a buyer in the ordinary course of a good faith purchaser.

Anfield does not consent to the placing of any liens on the reclaimed goods for any purpose including any post-petition financing.

Dated: March 16, 2017

Respectfully submitted,

/s/ Steven R. Fox

Steven R. Fox

Fox Law Corporation

17835 Ventura Blvd., Suite 306

Encino, CA 91316

Telephone: (818) 774-3545

Facsimile: (818) 774-3707

Srfox@foxlaw.com

Attorney for Anfield Apparel Group,
Inc.

CERTIFICATE OF SERVICE

I hereby certify that on March 20, 2017, I electronically filed the foregoing NOTICE OF PERFECTION OF CLAIMS OF CREDITOR ANFIELD APPAREL GROUP, INC. UNDER 11 U.S.C. §546 AND DEMAND FOR SEGREGATION OF RECLAIMED GOODS with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all parties of record.

/s/ Steven R. Fox

Steven R. Fox

Fox Law Corporation

17835 Ventura Blvd., Suite 306

Encino, CA 91316

Telephone: (818) 774-3545

Facsimile: (818) 774-3707

Srfox@foxlaw.com

Attorney for Anfield Apparel Group,
Inc.

REVISED

Tom

Date: 1/31/2017		BILL OF LADING		Page <u>1</u>	
SHIP FROM The Vendor Name: Anfield Apparel Group, Inc. Address: 20851 Currier Road, City/State/Zip: City of Industry, CA 91789 Tel: 909-595-6088 x 109 Fax: 909-595-2681			Bill of Lading Number: <u>170131</u> LOADING APPT: ARRIVAL TIME: LOADED: BAR CODE SPACE		
SHIP TO Name: Vanity c/o West Coast Warehouse Address: 100 W. Mainville Street, City/State/Zip: Compton, CA 90220 Tel: 310-635-9938x227 attn: Carlos FOB: <input type="checkbox"/>			CARRIER NAME: AEF FREIGHT Trailer number: Seal number(s): SCAC: Pro number: BAR CODE SPACE		
THIRD PARTY FREIGHT CHARGES BILL TO: Name: Address: City/State/Zip:			Freight Charge Terms: (freight charges are prepaid unless marked otherwise) Prepaid <input checked="" type="checkbox"/> Collect <input type="checkbox"/> 3rd Party <input type="checkbox"/> <input type="checkbox"/> (check box) Master Bill of Lading with attached underlying Bills of Lading		
CUSTOMER ORDER INFORMATION					
CUSTOMER ORDER NUMBER	# PKGS	PCS	PALLET/SLIP (CIRCLE ONE)		DESCRIPTION
PRO#241482 Sty#VJING00038A	182 ctns	2764 pcs	Y	N	Lady's Cotton Pants
241480 VJING00058	288 "	3371 "	Y	N	
241476 VJING00043	182 "	3684 "	Y	N	
			Y	N	
			Y	N	
			Y	N	
			Y	N	
			Y	N	
			Y	N	
GRAND TOTAL	580 ctns	9819 Pcs			
CARRIER INFORMATION					
HANDLING UNIT		PACKAGE		WEIGHT	LTL ONLY
QTY	TYPE	QTY	TYPE	H.M. (G)	NMFC # CLASS
11	Pallets	596	Ctns	10338 Lbs	
11	680	10338 Lbs	GRAND TOTAL		
Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."					COD Amount: \$ _____ Fee Terms: Collect <input type="checkbox"/> Prepaid <input type="checkbox"/> Customer check acceptable: <input type="checkbox"/>
NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. - 14706(c)(1)(A) and (B). RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to this shipper, on request, and to all applicable state and federal regulations.					The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. Signature _____ Shipper
RECEIVER'S SIGNATURE / DATE This is to certify that we have well received goods described above with good condition		Trailer Loaded: <input type="checkbox"/> By Shipper <input type="checkbox"/> By Driver		Freight Counted: <input type="checkbox"/> By Shipper <input type="checkbox"/> By Driver/pallets sold to contain <input type="checkbox"/> By Driver/Pieces	
CARRIER SIGNATURE / PICKUP DATE Carrier acknowledges receipt of package and required placement. Carrier certifies emergency response information will be made available under carrier has the U.S. DOT emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.					

Juan Enriquez 01/31/17

Anfield Apparel Group, Inc.

20851 Currier Road
City of Industry, CA 91789**Invoice**

Date	Invoice #
2/2/2017	2017-099

Bill To
Vanity Shop of Grand Forks, Inc.

Ship To
VANITY 201 W. MANVILLE ST COMPTON, CA 90220

P.O. No.	Terms	Project
	45 DAYS	

Item	Description	S.O. ...	Order...	Prev. Inv...	Backor...	Invoiced	Rate	Amount
VJING0056...	11 SAS 5P HR LT HIGH LOW V 25	241527	1504	0	0	1,494	13.00	19,422.00
						Total		\$19,422.00
						Payments/Credits		\$0.00
						Balance Due		\$19,422.00

Date: 2/2/2017					BILL OF LADING				Page <u>1</u>		
SHIP FROM The Vendor Name: Anfield Apparel Group, INC., Address: 20851 Currier Road, City/State/Zip: City of Industry, CA 91789 Tel: 909-595-6088 x 109 Fax: 909-598-2691					Bill of Lading Number: 170133 LOADING APPT: ARRIVAL TIME: LOADED: <div style="border: 1px solid black; height: 20px; width: 100%;"></div> BAR CODE SPACE						
SHIP TO Name: Vanity c/o CIS Address: 100 W. Manville Street, City/State/Zip: Compton, CA 90220 Tel: 310.635.9938 EXT 227					CARRIER NAME: AEF Trailer number: Seal number(s): SCAC: Pro number:						
THIRD PARTY FREIGHT CHARGES BILL TO: Name: Address: City/State/Zip:					<div style="border: 1px solid black; height: 40px; width: 100%;"></div> BAR CODE SPACE						
SPECIAL INSTRUCTIONS:					Freight Charge Terms: (freight charges are prepaid unless marked otherwise) Prepaid <input checked="" type="checkbox"/> Collect <input type="checkbox"/> 3rd Party <input type="checkbox"/> <input type="checkbox"/> (check box) Master Bill of Lading: with attached underlying Bills of Lading						
CUSTOMER ORDER INFORMATION											
CUSTOMER ORDER NUMBER		# PKGS	PCS	PALLET/SLIP (CIRCLE ONE)		DESCRIPTION					
241527		115	1494	Y	N						
				Y	N						
				Y	N						
				Y	N						
				Y	N						
				Y	N						
GRAND TOTAL		115 ctns	1494								
CARRIER INFORMATION											
HANDLING UNIT		PACKAGE		WEIGHT	H.M. (X)	COMMODITY DESCRIPTION <small>Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 2 of NMFC Rule 350</small>	LTL ONLY				
QTY	TYPE	QTY	TYPE				NMFC #	CLASS			
2	PLTs	115	ctns	1675lbs		<div style="font-size: 2em; font-family: cursive;">100</div> <div style="font-size: 1.5em;">2/3/17</div>					
2		115		1675lbs							
						GRAND TOTAL					
Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."						COD Amount: \$ _____ Fee Terms: Collect: <input type="checkbox"/> Prepaid: <input type="checkbox"/> Customer check acceptable: <input type="checkbox"/>					
NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).											
RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.						The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.					
RECEIVER'S SIGNATURE / DATE This is to certify that we have well received goods described above with good condition				Trailer Loaded: <input type="checkbox"/> By Shipper <input type="checkbox"/> By Driver		Freight Counted: <input type="checkbox"/> By Shipper <input type="checkbox"/> By Driver/pallets sold to contain <input type="checkbox"/> By Driver/Pieces		CARRIER SIGNATURE / PICKUP DATE <small>Carrier acknowledges receipt of packages and required permits. Carrier certifies emergency response information was made available and/or carrier has the U.S. DOT emergency response guidebook or equivalent documentation in the vehicle.</small> Signature _____ Property described above is received in good order, except as noted.			

Anfield Apparel Group, Inc.

20851 Currier Road
City of Industry, CA 91789**Invoice**

Date	Invoice #
2/1/2017	2017-098

Bill To
Vanity Shop of GGrand Forks, Inc.

Ship To
VANITY 201 W. MANVILLE ST COMPTON, CA 90220

P.O. No.	Terms	Project
	45 DAYS	

Item	Description	S.O. ...	Order...	Prev. Inv...	Backor...	Invoiced	Rate	Amount
VJING0056...	11 SAS SP LT ROLL V25	241484	1504	0	5	1,499	13.00	19,487.00
vjing0043-...	10 HAR 5P HR TINT RELEASE	241476	3694	3,371	0	323	13.20	4,263.60
VJING0048...	12 GIRLFRIEND 5P DEST ROLL	241477	3000	0	0	3,000	13.25	39,750.00
MVP0778...	4 SAS 5P DEST ROLL MED	241486	320	0	0	320	9.50	3,040.00
MVP0778A...	4 SAS 5P DEST ROLL	241489	320	0	0	320	9.50	3,040.00
VJING0055...	11 SAS 5P FULL DEST RELEASE	241478	3150	0	47	3,103	13.00	40,339.00
						Total		\$109,919.60
						Payments/Credits		\$0.00
						Balance Due		\$109,919.60

REVISED

Date: 2/1/2017						BILL OF LADING		Page <u>1</u>	
SHIP FROM The Vendor Name: Anfield Apparel Group, INC., Address: 20851 Currier Road, City/State/Zip: City of Industry, CA 91789 Tel: 909-595-6088 x 109 Fax: 909-598-2691						Bill of Lading Number: 170132 LOADING APPT: ARRIVAL TIME: LOADED: BAR CODE SPACE			
SHIP TO Name: Vanity c/o CIS Address: 201 W. Maryville Street, City/State/Zip: Compton, CA 90220 Tel: 562-295-4378 attn: Willie / Carlos FOB: <input type="checkbox"/>						CARRIER NAME: AEF Trailer number: Seal number(s): SCAC: Pro number:			
THIRD PARTY FREIGHT CHARGES BILL TO: Name: Address: City/State/Zip:						BAR CODE SPACE Freight Charge Terms: (freight charges are prepaid unless marked otherwise) Prepaid <input checked="" type="checkbox"/> Collect <input type="checkbox"/> 3rd Party <input type="checkbox"/>			
SPECIAL INSTRUCTIONS:						<input type="checkbox"/> Master Bill of Lading, with attached underlying Bills of Lading <small>(check box)</small>			
CUSTOMER ORDER INFORMATION									
CUSTOMER ORDER NUMBER		# PKGS	PCS	PALLET/SLIP (CIRCLE ONE)		DESCRIPTION			
241484		115	1499	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
241486		15	320	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
241489		15	320	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
241476		17	323	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
241477		134	3000	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
241478		204	3103	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
GRAND TOTAL		500 ctns	8566						
CARRIER INFORMATION									
HANDLING UNIT		PACKAGE		WEIGHT	H.M. (X)	COMMODITY DESCRIPTION <small>Commodities requiring special or exceptional care attention in handling or storage must be so marked and packages so to secure such transportation with ordinary care. See Section 1(a) of NMFC Item 308</small>	LTL ONLY		
QTY	TYPE	QTY	TYPE				NMFC #	CLASS	
12	PLTS	500	ctns	9549lbs					
13									
13									
12		500		9549lbs		GRAND TOTAL			
Where the rate is dependent on weight, shippers are required to state specifically the weight of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."						COD Amount: \$ _____ Fee Terms: Collect <input type="checkbox"/> Prepaid <input type="checkbox"/> Customer check acceptable: <input type="checkbox"/>			
NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. § 14705(c)(1)(A) and (B).									
RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.						The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. Signature _____ Shipper			
RECEIVER'S SIGNATURE/DATE This is to certify that we have well received goods described above with good condition				Trailer Loaded: <input type="checkbox"/> By Shipper <input type="checkbox"/> By Driver		Freight Counted: <input type="checkbox"/> By Shipper <input type="checkbox"/> By Driver/pallets sold to carrier <input type="checkbox"/> By Driver/Pieces		CARRIER SIGNATURE / PICKUP DATE <small>Carrier acknowledges receipt of packages and related papers. Carrier certifies immediately received information was made available and/or carrier has the U.S. DOT motor carrier registration and license information in its files.</small> Signature _____ Property described above to be received in good order, except as noted.	

2-1-31

No Fall
Exch

Anfield Apparel Group, Inc.

20851 Currier Road
City of Industry, CA 91789**Invoice***revised*

Date	Invoice #
2/1/2017	2017-097

Bill To
Vanity Shop of GRand Forks, Inc.

Ship To
VANITY 201 W. MANVILLE ST COMPTON, CA 90220

P.O. No.	Terms	Project
	45 DAYS	

Item	Description	S.O. ...	Order...	Prev. Inv...	Backor...	Invoiced	Rate	Amount
vjing0043-...	10 HAR 5P HR TINT RELEASE	241476	3694	0	323	3,371	13.20	44,497.20
VJING0058...	10 HAR 5P FULL DEST DBL	241480	3139	0	2	3,137	12.85	40,310.45
VJING0036...	11 SAS POTASSIUM V DBL BTN	241482	2754	0	0	2,754	12.96	35,691.84
						Total		\$120,499.49
						Payments/Credits		\$0.00
						Balance Due		\$120,499.49